

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal Case No. CR 03-370 (ADM/AJB)

United States of America,)
)
 Plaintiff,)
)
 v.) STIPULATION FOR
) COMPROMISE SETTLEMENT
 Robert Lee Bailey,)
)
 Defendant.)

It is hereby stipulated by and between Robert Lee Bailey ("Bailey"), Defendant, and the United States of America, Bailey, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.

2. Bailey was prosecuted by the United States for certain criminal offenses.

During the investigation and trial of the matter, certain currency and personal property was seized by law enforcement officers and used as evidence at trial. Specifically, the property included two thousand thirty-six dollars (\$2036) in U.S. currency, a blue cell phone, and a wallet. At the conclusion of the above-captioned criminal matter, Bailey requested return of his property, including the above listed items. The United States could not produce the items described above, and does not know of the whereabouts of the property. The conduct described in this paragraph is hereinafter described as the Covered Conduct.

3. The United States of America, Defendant, agrees to pay to the Bailey the sum of two thousand five hundred (\$2500), which sum shall be in full settlement and

satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the Covered Conduct for which Bailey or his heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

4. Bailey and his heirs, executors, administrators or assigns hereby agree to accept the sum of two thousand five hundred dollars (\$2500), in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which he may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the Covered Conduct. Bailey and his heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Bailey or his heirs, executors, administrators or assigns against any third party or against the United States..

5. This stipulation for compromise settlement shall not constitute an admission of liability or fault on the part of the United States, its agents, servants, or employees, and is entered into by both parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

6. It is also agreed, by and among the parties, that the settlement amount of two thousand five hundred dollars (\$2500) represents the entire amount of the compromise settlement. The United States shall not be responsible for costs, fees, and expenses and attorney's fees. This agreement does in any way preclude Bailey's counsel from seeking costs and attorney's fees through the Court pursuant to his previous CJA appointment. Bailey and Kushner agree that the application for fees through CJA is the sole and exclusive means by which either or both will seek reimbursement for legal fees and costs arising out of this matter. This waiver includes but is not limited to applications for fees under the Equal Access to Justice Act (28 U. S. C. §2412).

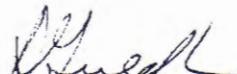
7. Payment of the settlement amount will be made by a check drawn on the Treasury of the United States for two thousand five hundred dollars (\$2500) and made payable to Robert Bailey. The check will be mailed to the following address:

Jordan S. Kushner
Attorney
431 South 7th Street
Suite 2446
Minneapolis, MN 55415

Kushner agrees to distribute the settlement proceeds to the Bailey.

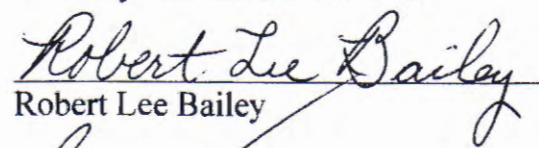
8. In consideration of the payment of two thousand five hundred dollars (\$2500) as set forth above, Bailey agrees that he will execute such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the court.

Dated February 5, 2013



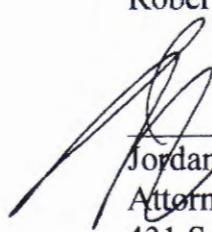
B. TODD JONES
United States Attorney
BY: D. GERALD WILHELM
Assistant U.S. Attorney
Attorneys for the United States

Dated January 31, 2013


Robert Lee Bailey
Robert Lee Bailey

Dated

2/5/12


Jordan S. Kushner
Attorney for Robert Lee Bailey
431 South 7th Street
Suite 2446
Minneapolis, MN 55415